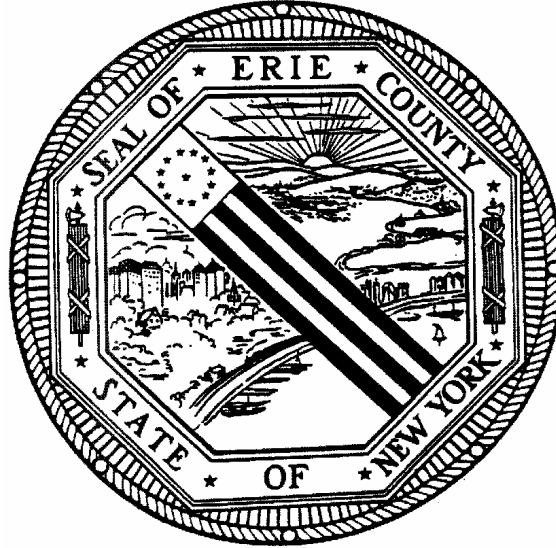


County of Erie
Division of Information and Support Services



Request for Proposal

Enterprise Helpdesk

All submittals must be received on or before December 22, 2003 at 10:00am Eastern Standard Time.

The following Request for Proposal (RFP) is numbered consecutively from this page, page 1, to page 17. It is the vendor's responsibility to verify the completeness of the document.

The following Request for Proposal covers Enterprise Helpdesk services needed for the County of Erie, all departments located at 95 Franklin Street, Buffalo, New York, and all County of Erie extended/remote locations within Erie County.

Vendor must submit two (2) signed originals, each marked as "Original," six (6) copies and a CD copy, in Microsoft Word 2000, of the completed response.

County of Erie
Division of Information and Support Services

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County of Erie
Division of Information and Support Services

**Request for Proposal
Enterprise Helpdesk**

Submission Instructions

Responses must be received by 10:00 am Eastern Standard Time, December 22, 2003. Responses will be received by the Division of Information and Support Services. Late responses will not be accepted. FAX responses will not be accepted. Responses must be submitted in a sealed envelope to:

County of Erie
Division of Information and Support Services
Attention: Jennifer Jowsey
95 Franklin Street, Room 1500
Buffalo, New York 14202-3967

NOTE: Lower left hand corner of envelope MUST indicate the following:

FOR: Enterprise Helpdesk

The envelope will be time stamped in reception upon delivery/submission.

Contractor Name: _____

Contractor Address: _____

Contractor Contact Name: _____

Contact Phone: _____

Contact E-mail: _____

If you are submitting more than one RFP Response, each response must be enclosed in a separate envelope.

County of Erie
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NON-COLLUSIVE RESPONDING CERTIFICATION

By submission of this response, each responder and each person signing on behalf of any responder certifies, and in the case of a joint response each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this response have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other responder or any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this response have not been knowingly disclosed by the responder and will not knowingly be disclosed by the responder prior to opening, directly or indirectly, to any other responder or to any competitor; and

(3) no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

RESPONSE NOT ACCEPTABLE WITHOUT THE FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this _____ day of _____, 2 _____

FIRM NAME _____

ADDRESS _____

_____ ZIP _____

AUTHORIZED SIGNATURE _____

PRINTED NAME OF AUTHORIZED SIGNER _____

TITLE _____ TELEPHONE NO. _____

County of Erie

Division of Information and Support Services

1. OVERVIEW

A. Purpose of Erie County (herein the "County") Enterprise Helpdesk

The County desires to obtain a high quality, reliable and centralized Enterprise Helpdesk (EHD) for Level 1 Services (receive initial calls, triage calls, and the referral of unresolved calls to appropriate Level 2 & 3 organizations, including vendors and agencies for agency specific applications). The EHD must be available 24x7x365.

Services are to be provided on a cost per incident (trouble ticket) basis. Incident fees should decrease as total monthly countywide volume of activity increases.

Telephone problems, hardware problems, software programs, applications residing on the hardware and printing assistance shall be deemed to be part of the EHD agreement.

B. Goals of Erie County

The County recognizes that single-point-of-contact helpdesk support is of paramount importance to its day-to-day operations. Providing consistent reliable assistance and monitoring of service requests can minimize costs. The County is also implementing, on a wide-scale, new technology that will require changes to all aspects of the installed base and expeditious user support. Accordingly, the County aims to obtain the professional services of a qualified vendor to accomplish the foregoing on terms and conditions that will provide the "Best Value" to the County.

It is the County's preference to obtain the services of a single vendor, therefore contractors may not subcontract any of the services defined herein.

Responses will be evaluated on the basis of the "Total Overall Best Value to the County."

C. Project Manager

Jennifer Jowsey

Erie County Division of Information and Support Services

95 Franklin Street, Suite 1500

Buffalo, New York 14202

Phone 715-858-2774

Fax 716-858-8072

Email JowseyJ@erie.gov

You may obtain this RFP electronically upon request to the project manager.

D. Mandatory Bidder Conference

1. A mandatory bidder's conference, 2 people maximum, will be held on Tuesday, December 2, 2003 at 10:00 am EST in the Rath Building, 10th floor Conference Room, room 1004.
2. Please RSVP to the Project Manager.
3. Any vendor who intends to submit a proposal must attend the bidder conference.
4. All bidders are encouraged to submit questions in writing by 2:00pm EST on November 28, 2003.
5. Proposals will not be accepted from vendors that do not attend the conference.

E. Questions

1. All questions must be submitted in writing to the project manager by December 16, 2003, 4:00pm EST.
2. All questions and answers will be shared via e-mail to all vendors who express the intention to submit a proposal at the mandatory bidder conference.

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2. SCOPE OF SERVICES

A. Overview

1. The Contractor will be required to provide enterprise helpdesk services, including but not limited to: approximately 2800 desktops (Gateway and IBM), 200 laptops (Gateway, IBM & Dell), 500 printers (HP, Epson, Lexmark, Xerox), 300 copiers (Panasonic, Ricoh & Xerox), 300 fax machines (various) and 4000 telephones (Nortel Meridian, Nortel Key and Verizon POTS).

The term of the Agreement will be for three (3) years. The County may renew the agreement for two more consecutive three year terms.

Contractors must describe the method and means for resolving EHD calls.

Contractors are responsible for submitting a tiered cost plan based upon per incident pricing.

B. Problem Reporting Methods

1. Telephone help line -Users will have the option of reporting problems with any of the supported systems by means of a toll-free Help Desk line. The toll-free area is to extend throughout the state of New York. U.S. coverage will be provided if not cost-prohibitive.
2. Voicemail reporting - Users should be able to leave a voicemail problem report if they are put on hold.
3. Electronic mail reporting - Users will have the option of reporting problems with any of the supported systems by means of electronic mail. Electronic mail will be addressed to the Help Desk contractor.
4. Other problem reporting methods – Erie County will entertain vendor suggestions for other methods of problem reporting, to supplement telephone and electronic mail reporting by users, e.g.: Web-based problem report forms, self-help "knowledge bases."

C. Hours of Operation – Helpdesk Support to be Available

Erie County requires the EHD to be open 24X7X365. Erie County's prime business hours are 7:00 am through 5:00 pm Eastern Standard Time, Monday through Friday, excluding Holidays. The majority of calls will occur during prime time.

D. Types of Problems to be Handled by Contractor

1. Help Desk staff will represent themselves as part of Erie County. They are not expected to interpret Erie County policies, nor is this desired. Some general types of questions they are expected to handle include:

- Access - Users having problems accessing the equipment, application or service
- Functionality - Users who do not understand how to work the application/equipment.
- Bug and Outage Reporting - When the equipment/application is not working correctly or it crashes.

E. Prioritization of Problem Reports (Each problem report should be assigned a priority level based on its severity.)

1. Priority 1 –
 - Widespread problems affecting either:
 - Multiple users at one or more locations;
 - Multiple systems; or
 - Multiple users of one system: or
 - Critical systems.
2. Priority 2 –
 - Single user accessing from work location: (must be carefully assessed, as they may be indicative of a more widespread problem.)
 - Single users accessing from their home locations when business-driven deadlines are at hand; for example, the problem has arisen the day before a critical payroll deadline.
3. Priority 3 –
 - Single user accessing from home location
 - Non-critical widely spread system.

F. Define Process for Problem Escalation

Vendor must have a clearly articulated procedure for escalating problems through an internal chain-of-command. Erie County will provide an escalation list. Conditions which can trigger escalation are when

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target response or resolution times are not met.

G. Types of Problems to be reported to Erie County

1. Erie County will provide vendor with detailed guidelines for each functional area on:
 - a. Types of problems the vendor is expected to handle.
 - b. Prioritizing problems.
 - c. Policy Interpretation.
Help desk staff are not permitted to interpret County policies, however, they must have a working familiarity with the subject matter of each applications procedures for referral.
 - d. County point-of-contact will be identified for each functional area or application.
 - e. Back-up staff will be identified for each functional area or application.
 - f. Referrals will take the form of electronic mail or telephone calls, (depending on the severity of the problem.)

H. Incident Tracking

1. Vendor must have technology in place to track each incident reported from beginning to resolution.
2. Vendor shall provide to the County real-time access to the problem tracking system.
3. Problem analysis - Vendor should provide tools and methodologies to analyze patterns of problem reports documented in the tracking system, for management review at Erie County.
4. Content and feedback – Erie County views EHD data as an opportunity to learn from users' problems and improve the service levels. As such, problem reports must contain sufficient detail so as to identify the locations or functions where users are having trouble and bring trends to the attention of County management as soon as possible.

I. Minimum Technical & Non-Technical Requirements & Evaluation Criteria

- A. The County will evaluate each Contractor's response based on the "Total Overall Best Value" concept. This means that the response(s), which "optimizes quality, cost, and efficiency among the responsible and responsive responders", shall be selected for award. The Contractor(s) must meet all of the technical and non-technical mandatory requirements. Factor(s), which are part of the evaluation, are included below.

As noted above, the County's preference is to award to a single contractor who will provide the full complement of services the County is seeking.

B. Mandatory Requirements:

- Contractors must have CompTIA A+ and Microsoft MCP certified support professionals working the EHD. Contractor must be Microsoft Certified Partner.
- The Contractor must demonstrate that it has, currently in place, a North American based Call Center and Helpdesk along with the infrastructure necessary to provide continuous, support 24-hours a day, 365 days a year. All support requests must be answered by a qualified support professional as listed above.
- The Contractor must have ten (10) years successful documented experience in providing on-going helpdesk services to public and/or private entities of comparable size and composition to the County. A minimum of three (3) references must be supplied from past/current customers to substantiate past work performance and experience.
- Evidence of ability to satisfy insurance requirements. Requirement may be satisfied by submission of a certificate of insurance and/or binder.
- Employers are required by Federal law to verify that all employees are legally entitled to work in the United States. Accordingly, this Issuing Entity reserves the right to request legally mandated employer held documentation attesting to the same for each consultant assigned work under any service awarded as a result of this solicitation. In accord with such laws, this Issuing Entity does not discriminate against individuals on the basis of national origin or citizenship.
- All contractor employees that will come into contact with Erie County will be subject to a background check.
- In performance of its duties pursuant to this Agreement, Contractor shall fully indemnify and save harmless the County from suits, actions, damages and costs of every name and description relating to personal injury, damage to real or personal tangible or intangible property, or any other claim for direct damages arising as a result of acts or omissions of Contractor, its officers, employees, subcontractors, partners or agents.

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- The Contractor shall maintain the security, nondisclosure and confidentiality of all County information.

3. SERVICE TERMS AND CONDITIONS

A. Contractor Responsibilities

The Contractor will be responsible for Enterprise Helpdesk Services. Said services shall include, but not be limited to:

1. Services

The Contractor shall provide Enterprise Helpdesk Services which shall include, but not be limited to, receiving initial calls, triage calls, and the referral of unresolved calls.

2. Helpdesk Reports

The Contractor shall compile helpdesk service reports for all helpdesk requests. The reports shall be supplied to designated County personnel on a monthly basis or upon request. Ad-hoc reporting must also be available.

3. Liaison with the County.

- a. Contractor shall designate a representative to maintain liaison with the County in order to provide for the proper performance of its contractual obligations hereunder.
- b. Attend meetings with County representative in order to assess the contractual relationship, identify and resolve on-going issues and problems, if any.
- c. Receive materials and/or attend weekly Erie County "Change Management" meeting to receive advance notice of scheduled changes.
- d. Provide the County with at least twelve (12) months notice of its intent to discontinue support for any hardware and/or software products.
- e. Cooperate with any other vendor retained by the County.
- f. The Contractor shall provide its own secretarial support. The County will not provide any such support or associated materials.
- g. The Contractor will maintain continuity of the Erie County Contractor Team staff throughout the course of the service. Changes in the team staff will have to be approved by the County.
- h. At the culmination of the service term, all documentation in hard copy and in diskette/electronic format and other documentation which the County offered to the Contractor to assist in its efforts and/or which was prepared by the Contractor in the course of the performance of its duties hereunder will be turned over to the County.
- i. Provide an "800" or other toll free Telephone Number 24-hours per day, 365 days per year, for all EHD calls and/or questions.

4. Charges.

Helpdesk services must be provided on a cost per incident basis. Calls will generate a trouble ticket. Multiple calls for a single incident should be added to a master ticket and must not be itemized or billed as separate incidents. A separate price schedule is required for Incidents submitted via e-mail, a web page or other electronic means or that can be resolved by a customer-supplied automated process such as for password resets.

Incident fees should decrease as total monthly countywide volume of activity increases. Contractor should provide a tiered pricing plan.

B. County Responsibilities

1. County will assign a staff member and alternates to act as the liaison for the agency and as a primary contact for the Contractor. The County contact will respond to all technical and analytical questions from the Contractor.
2. County will provide the Contractor Team with available documentation and other information which will assist the Contractor in its performance of its duties hereunder.

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3. Erie County Escalation List.

C. Termination

The County reserves the right to not award and/or contract or terminate this EHD contract at anytime either prior to award or after award as follows:

1. Awarded, but not contracted. At any time, without cause. In such event, appropriate written notice will be given to the awarded vendor(s).
2. Post Award. The County may terminate the Contract on 30 days notice in writing whenever, in its judgment, such action is required in the best interest of the County, by delivering to Contractor, a notice of termination specifying the extent to which performance of work under this contract is terminated and the date upon which such termination becomes effective. Upon receipt of the notice of termination, Contractor shall act promptly to minimize the expenses resulting from such termination. The County shall pay Contractor the costs actually incurred up to the effective date of such termination based on contractual rates in effect at such time.
3. In the event of early termination: The Contractor will be paid for the portion of the services completed and accepted by the County prior to termination based on the total cost/price for that service deliverable.

D. Billing and Payments

1. Each payment from the County shall be due thirty (30) days from the invoice date. During this 30-day period the County may audit the invoice submitted by Contractor.
2. Contractor's invoice shall separately state fees and charges applicable to any requested modifications. Any changes occurring after the 1st of the month shall be applied as of the 1st of the following month.
3. Any credits due under this Contract, whether from billing adjustments, changes in coverage, price reductions, chargebacks, or any other reason, shall be in the form of a credit on the next months billing. Under such circumstances, when the application of credit has no value to the County, such credit shall be paid in cash to the County.

E. Insurance & Indemnification

Contractor hereby agrees to indemnify and save harmless the County from suits, actions, claims, damages, and costs brought by third parties for damages and costs relating to personal injury or tangible property damage arising out of and to the extent caused by the negligence or wrongful misconduct of Contractor's employees or agent.

Contractor shall carry and document, at the request of the County, Worker's Compensation insurance for all employees engaged in the provision of services under this agreement.

Contractor shall, at its own cost and expense, obtain and maintain in full force and effect, with sound and reputable insurers, during the term of this Agreement and prior to the commencement of work, insurance coverage.

Each such policy shall be documented to the County within five (5) days of the final approval of this Agreement and the County shall receive thirty (30) days advance written notice in the event of cancellation or material change in such policy.

F. Security and Confidentiality

1. The Contractor shall at all times comply with all security regulations in effect at the County premises, or any premises assigned, and externally for materials belonging to the County. Contractor and County shall take appropriate action with respect to their employees to insure that the obligations of non-use and non-disclosure of confidential information under this Contract can be fully satisfied.
2. Contractor shall maintain the confidentiality of County and third party confidential and proprietary information. Unless otherwise specified by County in writing, all information related to County operations, including but not limited to information such as data, programs, program logic, and documentation, disclosed during term of this contract shall be treated as confidential. However, Contractor shall not be required to keep confidential any such confidential material which is publicly available without fault on its part, independently developed by Contractor, disclosed by the County to third parties without similar restrictions, or otherwise obtained under the Freedom of Information

County of Erie

Division of Information and Support Services

Act or other applicable New York State Laws and Regulations. Contractor shall require all staff providing service under this contract to sign a written statement binding themselves not to disclose to and to use it only on the performance of this contract.

3. Contractor shall release County confidential information only to contractor employees who have signed a written agreement binding them not to disclose it and to use it only in the performance of this contract. Contractor shall be fully responsible to the County for failure by persons either directly or indirectly employed by it in the performance of services under this contract to maintain confidentiality as required herein.
4. County will keep in confidence and protect contractor Proprietary Information from disclosure to third parties and restrict its use as provided in this agreement. County acknowledges that unauthorized disclosure of proprietary Information may cause substantial economic loss to contractor or its licensors. All materials containing Proprietary Information will be marked by the contractor with "Proprietary", "Confidential", or in a manner which gives notice of its proprietary nature.
5. Upon termination or cancellation of any license granted under this agreement, County will destroy (and, in writing, certify destruction) or return to contractor all copies of the Software license which has been terminated or cancelled and any other related Proprietary Information in County's possession (including Proprietary Information incorporated on other software or writings).
6. Any ideas, concepts, know-how, data processing techniques, software, documentation, diagrams, schematics or blueprints developed by contractor personnel (alone or jointly with County) in connection with Information Services provided to County will be the exclusive property of the County. Contractor grants to County a non-exclusive, royalty-free license to use any of the foregoing in accordance with the terms of this agreement.
7. County acknowledges that all specified support materials provided by the contractor, including without limitation, diagnostic software, are the property of and include Proprietary Information of Contractor.
8. County will inform its employees of their obligations under this Section and instruct them so as to insure such obligations are met.

G. Contract/Proposal Specifics

1. The Contractor's Proposal for the On-Going ENTERPRISE HELPDESK will be composed and presented in the following format and order:
 - a. Proposal Cover Letter
 - b. Title Page and Table of Contents - A Proposal must include a table of contents with page numbers covering all parts including exhibits and addenda, with sufficient detail to facilitate easy reference to all requested information.
 - c. Service Scope Overview
 - d. Work Approach Narrative – The work approach narrative shall describe the methods and means the responder intends to implement for delivery of high quality and reliable services hereunder. Without limiting the generality of the foregoing, responder shall address each item of the Evaluation Criteria and identify:
 - proposed staff to be assigned to the service including number(s) of technicians, supervisory staff, etc.; where staff will be based; software certifications, etc.;
 - EHD method and means;
 - current and proposed service levels (including metrics);
 - transition plan to accomplish a smooth transition from the services provided by the existing County staffed helpdesk, etc.;
 - plan for call escalation, call coverage and response times.

e. Cost Worksheets

Presentation of Cost Information. The Bidder should follow the following guidelines for all cost information:

- i. The Bidder should quote all costs for its Proposal (including fees for licenses, maintenance, support, consultation, training, customization, software installation, etc.)

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on a single, consolidated set of cost sheets that are clearly identified as "Costs for Proposed Solution."

- ii. Quote individual prices for all items in the proposed solution, including separate prices for any levels of customization that are proposed.
- iii. Quote alternatives to individual pricing, such as bundled pricing or volume pricing, if offered by the Bidder.
- iv. Provide both standard commercial prices and standard government prices with applicable discount amount for all items, in addition to the prices quoted.
- v. Structure the worksheets so that the prices of essential items are totaled separately from optional items in the proposed solution.
- vi. Structure the worksheets so that costs for separate phases of implementation are shown separately (if a multi-phase implementation is proposed).
- vii. Quote out-of-scope rates.

f. Exceptions.

- i. The Bidder shall clearly describe any and all deviations in its Proposal from the functional requirements stated in this RFP and also describe any product enhancements that could be made by the Bidder to satisfy those requirements.
- ii. General Exceptions. The Bidder shall also clearly state its objections, exceptions, or alternatives to the general (non-technical) requirements stated in this RFP. These responses must be presented together in a separate document. If the Bidder has no general exceptions to present, this fact should be stated in the Proposal.
- iii. The County will not consider the submission of the Bidder's standard software license and maintenance agreements to be a presentation of exceptions. Every exception must be stated as such in the document mentioned above.
- iv. The bidder shall clearly identify any and all deviations, required product enhancements, and other differences that exist between the bidder's proposal and the requirements of this RFP.

g. Agreements to be incorporated.

If the bidder requires that a software license and/or software support agreement be included in the contract, and if the bidder provides source code under an escrow agreement, the bidder should prepare such agreements in accordance with the provisions of this RFP and include them with the proposal.

h. Statement of Qualifications - The Contractor's Proposal will include a statement of qualifications for each staff member recommended for this service. The statement will be referenced to verify that the staff has met the minimum requirements requested. The Contractor will include a Contractor Technical Skill Matrix, as a means of facilitating the evaluation process.

i. This RFP for Enterprise Helpdesk.

j. RFP completed forms: Submission Instruction form, Non-Collision Responding Certification & Legal Status form.

- 2. This Proposal must satisfy all the requirements cited in this RFP. The Proposal is subject to outright rejection from further consideration if the Proposal is unsatisfactory in the judgment of the County.
- 3. The Contract is targeted to commence upon award, approval by the Erie County Legislature and contract finalization by the County. This date is estimated to be mid February 2004.
- 4. Work performed beyond the scope of this Contract as defined by this Service Definition without prior approval from the County will not be compensated. Include rates for approved out-of-scope work.

5. DATE/TIME WARRANTY

Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or date conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an

County of Erie

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accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performances resulting therefrom, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

4. EVALUATION AND SELECTION

- A. Evaluation Criteria – In order to determine BEST VALUE to the County, the proposals will be evaluated for each category of service on the basis of the following criteria:

Criteria		Weight
Financial Component:		(40%)
Cost to the County	40%	
Technical Component		(60%)
EHD Experience	30%	
EHD Methodology, Means & SLA	25%	
Transition Plan	5%	
Firm's proposal to insure a smooth transition from existing County helpdesk, maintenance and repair which demonstrates the firm's ability to assume full contractual performance within the allotted time with no performance decline and/or adverse Impact on operations		
TOTAL:		100%

The evaluation of the written proposals may require any of the following methods of clarification and validation: telephone, e-mail, mail, etc., correspondence with authorized Contractor representatives.

B. Selection

- The Technical and Financial components of the responses will be evaluated separately bearing the weight assigned below:
 - Technical Component = 60%
 - Financial Component = 40%
- A proposal shall be deemed unacceptable if it fails to meet the minimum proposal criteria. Unacceptable responses will not be evaluated or ranked.
- All proposals deemed responsive to the proposal criteria shall be ranked for each named criteria on the score of 1 to 5, with 1 being the lowest and 5 being the highest. The combined evaluations received for the Technical and Financial components of the responses for each service area will be totaled to determine the Best Value to the County for each service area. The Best Value Totals for each category will then be totaled to determine the Best Total Value to the County.
- The County reserves the right to reject all responses and/or to award all or part of this service.

Material Exceptions

Any exceptions raised during the response process will be evaluated to determine if they are "material" changes from the service description. Any exception which would place the vendor raising the exception in a better, more advantageous position than other vendors will be deemed material and the County has the right to ask the responder to either withdraw the exception or the County may reject the response.

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Schedule of Events

Date	Time	Event
November 20, 2003		RFP sent to Vendors
Nov. 20, 2003 – Dec. 1, 2003		RSVP to Project Manager
November 28, 2003	2:00 PM EST	Pre-Conference Questions Due
December 2, 2003	10:00 AM EST	Mandatory Bidder Conference
December 16, 2003	4:00 PM EST	Last Day for Questions
December 22, 2003	10:00 AM EST	RFP Response Due
January 9, 2003		Contract Award
Mid January 2003		Legislative Approval (tentative)
Mid February 2003		Contract Finalization (tentative)

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GENERAL INSTRUCTIONS TO RESPONDERS

1. RESPONSE SHALL include the requested documentation or response will not be considered. Response must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS RESPONSE DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any responses received in the Erie County Division of Information and Support Services after the date and time prescribed will not be considered for contract award.
3. EMERGENCY CLOSINGS. In the event of the closing of the Rath Building, 95 Franklin Street, and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Information and Support Services control, an extension will be granted until the same time the next business day.
4. ANY CHANGE IN WORDING OR INTERLINEATION BY A RESPONDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such responder, or in the event that such change in the Invitation to Response is not discovered prior to entering into a contract, to void any contract entered into pursuant to such response.
5. THE COUNTY RESERVES THE RIGHT TO REJECT any and all responses, to accept either in whole or in part any one response or combination of responses, as may be provided in the response specifications, or to waive any informality in responses. The County does not obligate itself to accept the lowest or any other proposal.
6. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services response to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
7. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this response: IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.
8. FAILURE TO MEET DELIVERY SCHEDULE as per accepted response may result in legal action by the County of Erie to recover damages.
9. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County.
10. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the response. There will be no additional charges for delivery.
11. NO TAXES ARE TO BE BILLED TO THE COUNTY. Responses shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net response.
12. THE SUCCESSFUL RESPONDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body, which may apply to its performance under this contract.
13. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The County may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any County official or employee with a view towards securing favorable treatment with respect to the awarding of this response or the performance of this agreement. The County may also terminate this agreement if it is determined that the successful responder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the responding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

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14. INSURANCE shall be procured by the Successful Responder before commencing work, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in by the Division of Purchase, unless otherwise stipulated in these Response Specifications. IF THE INSURANCE IS NOT PROVIDED IN ACCEPTABLE FORM WITHIN THIS PERIOD OF TIME, THEN THE DIRECTOR OF PURCHASE MAY DECLARE THE VENDOR NONRESPONSIVE.
CERTIFICATES OF INSURANCE shall be furnished by the successful responder on Erie County Standard Insurance Certificate (available from the EC Division of Purchase).
15. ANY CASH DISCOUNT which is part of response will be considered as a reduction in the response prices in determining the award of the response. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. The County will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.
16. CHANGES IN THE WORK. The County may, as the need arises, through the appropriate County personnel, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and County.
17. RESPONSE OFFERING MATERIAL OTHER THAN THAT OF SPECIFIED MANUFACTURER OR TRADE NAME will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a responder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.
18. IF MATERIAL OR SERVICES OTHER THAN THOSE SPECIFIED IN THIS RESPONSE DOCUMENT ARE OFFERED, the responder must so state and furnish at the time of response opening, if so requested, and as part of his response the following information in duplicate:
 - (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the County, sufficient detail is not presented as a part of the sealed response to permit definitive evaluation of any substitute item, the response will not be considered.
 - (b) Descriptive literature of item offered, for evaluation.
 - (c) List of installations in Erie County of the item offered.
 - (d) List of other installations.
19. ANY ADDITIONAL INFORMATION for which responder desires to add to the response shall be written on a separate sheet of paper, attached to and submitted with the formal sealed response.
20. WORKMANSHIP MUST MEET WITH THE APPROVAL OF THE DEPARTMENT HEAD(S) INVOLVED, AND SHALL BE FIRST CLASS in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or works performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion may be rejected and shall be made good by the contractor at his own expense.
21. CONTRACTOR SHALL CLEAN UP and remove all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.
22. THIS RESPONSE IS FIRM AND IRREVOCABLE for a period of 60 days from the date and time of the response opening. If a contract is not awarded within the 60-day period, a responder to whom the response has not been awarded may withdraw his response by serving written notice of his intention to do so upon the Project Manager.
23. PRICE CHARGED TO THE COUNTY OF ERIE is to be no higher than those offered to any other governmental or commercial consumer. If a responder has a New York State or a Federal GSA contract for any of the items covered in this response or any similar items, he shall so indicate that he has said contract on these response papers and automatically supply a copy of this contract within five days after notification of award.
24. PRICE IS FIRM. The unit price response shall remain firm, and any other charges response shall also remain firm, for delivery of the equipment, material, work, or services described in this response. No cost increase shall be charged for any reason whatsoever.

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25. **EXTENSION OF PRICE PROTECTION.** Any contract entered into pursuant to this response to supply the County's requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same response price upon the mutual agreement of the successful responder and the County. All extensions shall be submitted in writing and shall have prior approval by the County of Erie, Director of Purchase.
26. **IN EXECUTING THIS RESPONSE, THE RESPONDER AFFIRMS** that all of the requirements of the specifications are understood and accepted by the responder, and that the prices quoted include all required materials and services. The undersigned has checked all of the response figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this response. Mistakes or errors in the estimates, calculations or preparation of the response shall not be grounds for the withdrawal or correction of the response or response security. In case of error in extension of prices in the response, the unit price will govern.
27. **COSTS OF PROPOSAL** - The County is not liable for any costs incurred by a responder or potential responder in making a Proposal. Responders are responsible for all costs related to a Proposal, including the cost of attending meetings such as a bidder's conference or making presentations.
28. **LOW BALL SUBMITTALS** - The County shall enter into an agreement only after it has determined that prices to be paid are reasonable. The County reserves the right to have a Responder provide additional documentation supporting the responders pricing and the responder's ability to meet the responsibilities stated in the RFP.
29. **ACCOUNTABILITY.** The undersigned shall be fully accountable for his or its performance under this response, or any contract entered into pursuant to this response, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.
30. **TERMINATION OF CONTRACT:**
- i. This agreement may be terminated by either party upon thirty (30) days written notice, should the party fail substantially to perform in accordance with its terms, through no fault of the party initiating the termination.
 - ii. At its option, the County may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the County.
 - iii. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

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Legal Status

To facilitate correct drawing and execution of contract, responder shall supply full information concerning legal status:

FIRM NAME _____

ADDRESS OF PRINCIPAL OFFICE- STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

Check one: CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____

INCORPORATED UNDER THE LAWS OF THE STATE OF _____

If foreign corporation, state if authorized to do business in the State of New York:

YES _____ NO _____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

NAMES AND ADDRESSES OF PARTNERS:

_____	_____
_____	_____
_____	_____
_____	_____